



The Comptroller General
of the United States

Washington, D.C. 20548

Zeikowitz

Decision

Matter of: General Motors Corporation, Allison Gas Turbine
Division
File: B-231733
Date: September 16, 1988

DIGEST

Solicitation for aircraft engine spare parts that reflects agency's minimum needs by imposing less stringent quality control standards than those required under protester's current contract for production of the aircraft engine, is not defective merely because the protester may be at a competitive disadvantage for the spare parts procurement because of the more stringent requirements under its manufacturing contract.

DECISION

General Motors Corporation, Allison Gas Turbine Division (Allison), protests the terms of Department of the Air Force request for proposals (RFP) No. F41608-88-R-5507, requesting offers for a quantity of bearing cages, a component of the bearing assembly in the main powertrain of the T-56 aircraft engine. We deny the protest.

Allison has manufactured the T-56 engine for the Air Force for nearly 30 years. As in all prior contracts awarded the firm for the production of this engine, Allison's current contract, awarded in 1986 by the Air Force's Aeronautical Systems Division, required the firm to establish a strict quality assurance program for the engine's manufacture, in accordance with Department of Defense military specification MIL-Q-9858A. The subject RFP, issued by the San Antonio Air Logistics Center, lists Allison and Sierra Tech as approved sources for the requested bearing cage, contains first article test requirements, and requires the successful offeror to provide and maintain an inspection system, in accordance with military specification MIL-I-45208A, to assure that all delivered items conform to contract requirements.

The contracting officer determined that compliance with MIL-Q-9858A, which imposes quality control requirements far more

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stringent than those in MIL-I-45208A (in that it requires the establishment of adequate quality controls throughout all phases of an item's manufacture), was not necessary for this procurement of bearing cages; he considered this part to be of a proven design and not requiring critical manufacturing techniques or processes, and thus concluded that the acceptability of the item could be verified by the dimensional and metallurgical inspections allowed under MIL-I-45208A.

Allison argues that the imposition of a more lenient standard for the bearing cage here favors Sierra Tech and other vendors since they, unlike Allison, are not limited by stricter quality standards in existing contracts. In this regard, Allison asserts that establishing separate production lines for the bearing cage in its existing facility, one conforming to the strict MIL-Q-9858A standards (for cages to be incorporated in the engine during manufacture), and the other to MIL-I-45208A (for the spare part cages under the contract at issue), would violate MIL-Q-9858A, which requires Allison to implement a plant-wide quality assurance program, with all functions performed in the facility conducted in accordance with the strict MIL-Q-9858A standards. Allison concludes that, unless its current contract for the T-56 engine is amended, it will be able to compete here only by manufacturing the bearing cages either in its existing facility in accordance with the more costly requirements imposed by MIL-Q-9858A, or by establishing a new separate facility solely for production of this part. Allison believes both of these alternatives would render competing economically impossible, and thus asks either that the quality standard here be raised to MIL-Q-9858A, or that its current contract be amended to remove this standard.

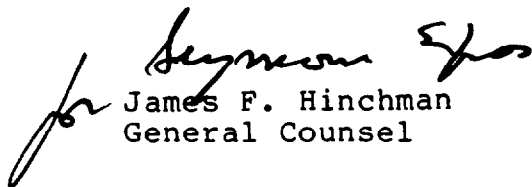
Allison's arguments are without merit. The more lenient quality assurance controls imposed for this procurement were specifically found by the contracting officer to reflect the government's minimum needs for assuring that the bearing cages furnished will satisfy all contract requirements. See Rezcorp, B-230260, June 14, 1988, 88-1 CPD ¶ 569 (contracting activity's responsibility for determining its needs extends to determining the type and amount of testing necessary to ensure product compliance with specifications). It is improper to incorporate in a solicitation requirements that exceed these minimum needs. See Skyland Scientific Services, Inc., B-229700, Feb. 9, 1988, 88-1 CPD ¶ 129. Adoption of the more lenient standards also enhanced competition, consistent with the statutory mandate of the Competition in Contracting Act of 1984, 10 U.S.C. § 2304(a)(1)(A) (Supp. IV 1986), by affording Sierra Tech and other firms not presently operating facilities in

accordance with the more rigorous MIL-Q-9858A standards, the opportunity (as a practical matter) to compete for this procurement.

The fact that Allison's current contract may preclude the firm from competing in the manner the firm consider most effective does not render this otherwise properly drawn requirement improper; just as an agency is not required to eliminate a competitive advantage a firm enjoys as a result of its own business acumen or circumstances, see AJK Molded Products, Inc., B-229619, Feb. 1, 1988, 88-1 CPD ¶ 96, the agency need not shape its requirements to eliminate a firm's possible competitive disadvantage resulting from its own contractual considerations and other business decisions.

Allison's alternative suggestion that its current contract with the Air Force be amended to conform to the terms of the subject RFP so the firm can compete effectively here concerns a matter of contract administration not encompassed by our bid protest function. See King-Fisher Co., B-224341, Aug. 28, 1986, 86-2 CPD ¶ 240.

The protest is denied.


James F. Hinchman
General Counsel